

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALIFORNIA PRODUCTS CORPORATION		10/23/2015	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	MARANON CAPITAL, L.P., AS AGENT		
Street Address:	303 WEST MADISON STREET, SUITE 2500		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 80			
Property Type	Number	Word Mark	
Registration Number:	1844994	2010	
Registration Number:	3878117	20TH CENTURY	
Registration Number:	3878118	20TH CENTURY	
Registration Number:	2782498	ACRYLO-TEX	
Registration Number:	639247	ALLWALL	
Registration Number:	894448	ALLFLOR	
Registration Number:	894011	ALLSHEEN	
Registration Number:	4028900	C	
Registration Number:	2938462	C	
Registration Number:	972155	CALIFORNIA	
Registration Number:	3706199	CALIFORNIA PAINTS E-VISUALIZER	
Registration Number:	4147919	CALPRO	
Registration Number:	4477237	CATEGORY 1	
Registration Number:	4290050	CATEGORY 2	
Registration Number:	4290051	CATEGORY 3	
Registration Number:	4477238	CATEGORY 4	
Registration Number:	1717994	COLOR CLASSICS	
Registration Number:	3056526	COLOREVOLUTION	
Registration Number:	1162366	DECOCOLOR	
TRADEMARK			

CH \$2015.00 1844994

Property Type	Number	Word Mark
Registration Number:	2075034	DECOTURF
Registration Number:	1105852	DURALUX
Registration Number:	3137036	ENDURADECK
Registration Number:	4023980	EVERLIFE
Registration Number:	3695791	EXTRAORDIN-AIRE
Registration Number:	101522	FIXALL
Registration Number:	3865671	FLAWLESS ELEMENTS
Registration Number:	2732933	FLAWLESS FINISH
Registration Number:	2700233	GRAYSEAL
Registration Number:	3654412	GRIPCOAT
Registration Number:	3618393	GRIP-COAT
Registration Number:	1242481	K
Registration Number:	939487	KURFEES
Registration Number:	378985	LARCOLOID
Registration Number:	4016860	LOGICOLOR
Registration Number:	1295378	MARINE PAINT AND VARNISH
Registration Number:	512303	MASON-COTE
Registration Number:	4159170	NEXTECH
Registration Number:	4165847	NOVUS
Registration Number:	425768	OX-O-DECK
Registration Number:	1418835	PACIFIC
Registration Number:	3764562	PENEBOND
Registration Number:	1759340	PLEXICHROME
Registration Number:	1124927	PLEXICOURT
Registration Number:	971728	PLEXICUSHION
Registration Number:	1950495	PLEXIFLOR
Registration Number:	894446	PLEXIPAVE
Registration Number:	4028915	PLEXITEX
Registration Number:	971727	PLEXITRAC
Registration Number:	1662892	PREP'N SIZE
Registration Number:	3834739	PRIME CHOICE
Registration Number:	3628589	PRIMETOUCH
Registration Number:	2700271	PROGRESS INDUSTRIAL
Registration Number:	2700234	PROGRESS PROFESSIONAL
Registration Number:	895878	PRO-PAINT
Registration Number:	741518	PRO-PLASTIC
Registration Number:	921007	PROTITE
Registration Number:	1194578	RUSTPLATE

Property Type	Number	Word Mark
Registration Number:	894447	RUST-PLEX
Registration Number:	1033539	RUST-STOP
Registration Number:	598286	RUST-STOP
Registration Number:	1033516	SKID-GRIP
Registration Number:	3381418	SPRAY ANYWAY
Registration Number:	4022649	STOPZ
Registration Number:	1148562	STORM STAIN
Registration Number:	4227668	STORM SYSTEM
Registration Number:	2006170	STREET ICE
Registration Number:	1057308	SUPER SCRUB
Registration Number:	1882715	SURFACE OF CHAMPIONS
Registration Number:	715993	TILE-COTE
Registration Number:	3858325	TRILLION
Registration Number:	4235357	TRIUMPH
Registration Number:	854518	TROUBLE-SHOOTER
Registration Number:	622022	TUF-FLEX
Registration Number:	710154	TUF-QUIK
Registration Number:	4057665	ULTRAPLATE
Registration Number:	4147945	UNITE
Registration Number:	2164697	WEAR-ALL
Registration Number:	1045694	WILBUR & WILLIAMS
Registration Number:	1278518	WIPE-OUT
Serial Number:	86344042	STORM SYSTEM MOLD & MILDEW SOLUTIONS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.577.8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 339494-00059

NAME OF SUBMITTER: HUMBERTO AQUINO

SIGNATURE: /HUMBERTO AQUINO/

DATE SIGNED: 10/26/2015

Total Attachments: 7

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 23, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN NXT CAPITAL, LLC, AS THE FIRST LIEN AGENT AND MARANON CAPITAL, L.P., AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 23, 2015, is made by California Products Corporation, a Massachusetts corporation ("Grantor"), in favor of Maranon Capital, L.P., as agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of October 23, 2015 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, CPC Acquisition Corp., a Delaware corporation ("CPC Holdings"), National Industrial Coatings, Inc., an Illinois corporation ("Nicoat"; together with Grantor and solely on the Closing Date, CPC Holdings, the "Borrowers" and each, a "Borrower"), the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of that certain Second Lien Guarantee and Collateral Agreement dated as of October 23, 2015 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any “intent-to-use” trademark applications filed under Section 1(b) of the Lanham Act, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Second Lien Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

CALIFORNIA PRODUCTS CORPORATION,
as Grantor

By: _____

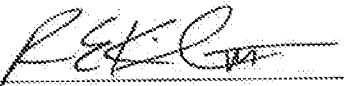
Name: Steven McMenamin

Title: President

ACKNOWLEDGED:

MARANON CAPITAL, L.P.,

as Agent

By:  _____

Name: Robert E. Kircher III

Title: Managing Director

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Argentina	PLEXI-PAVE	2064 046	1/6/1997	1648076	10/20/1997
Australia	PLEXI-CUSHION	459843	2/11/1987	459843	2/11/1987
Australia	PLEXIPAVE	336777	8/21/1979	336777	8/21/1979
Benelux	DECOTURF	372 598	2/14/1991	372 598	2/14/1991
Brazil	PLEXI-PAVE	760101930	5/10/1976	760101930	9/6/1983
Canada	PLEXI-CUSHION	424332	5/4/1978	TMA238833	1/4/1980
Canada	PLEXI-PAVE	341707	4/8/1971	TMA182622	4/21/1972
Canada	STORM SYSTEM	1555816	12/12/2011	TMA905248	6/3/2015
Canada	WEATHERPLATE	769293	11/22/1994	TMA449934	11/10/1995
China	CALIFORNIA PAINTS	4263090	9/10/2004		
China	DECOCOLOR	1373033	9/15/1998	1373033	3/14/2000
China	DECOTURF	1373034	9/15/1998	1373034	3/14/2000
China	PLEXICUSHION	1254052	10/10/1997	1254052	3/14/1999
China	PLEXIPAVE	1780230	10/10/1997	1780230	6/7/2002
China	PLEXITRAC	1254054	10/10/1997	1254054	3/14/1999
Colombia	DECOCOLOR	98 41394	7/22/1998	216724	3/17/1999
Colombia	DECOTURF	98 41401	7/22/1998	216679	3/17/1999
Community Trademarks	DECOCOLOR	861534	6/26/1998	861534	6/19/2002
Community Trademarks	DECOTURF	861575	6/26/1998	861575	10/5/1999
Costa Rica	PLEXI-PAVE	41621			
France	DECOTURF	861575	6/26/1998	861575	6/26/1998
Hungary	DECOTURF	M9802579	6/30/1998	156467	4/23/1999
Hungary	DECOCOLOR	M9802580	6/30/1998	161234	7/11/2000
India	DECOTURF	2228005	11/2/2011		
India	PLEXICUSHION	1565959	6/6/2007		
India	PLEXIPAVE	1565958	6/6/2007	850782	3/25/2010
Italy	DECOTURF	MI/2001/3344	3/26/2001	971318	7/12/2005
Japan	PLEXICUSHION	2007-054756	5/31/2007	5248497	7/17/2009
Japan	PLEXIPAVE	2007-054752	5/31/2007	5154614	7/25/2008
Japan	DECOCOLOR	H10-049061	6/9/1998	4373798	4/7/2000
Japan	DECOTURF	H10-049060	6/9/1998	4373797	4/7/2000
Massachusetts	STORM STAIN			44259	5/24/1990
Mexico	PLEXI-PAVE	371616	8/14/1989	371616	
Mexico	MEXIPAVE	206806	7/28/1994	484865	3/13/1995
New Hampshire	STORM STAIN in Stylized Letters				6/1/1990
New Zealand	PLEXICUSHION	769136	5/25/2007	769136	3/12/2009
New Zealand	PLEXIPAVE	769123	5/25/2007	769123	2/12/2017
Russian Federation	DECOCOLOR	98711407	6/30/1998	179392	9/2/1999
Russian Federation	DECOTURF	98711406	6/30/1998	180273	10/4/1999
South Korea	DECOCOLOR	40-1998-0015890	6/22/1998	4004540900000	9/3/1999
South Korea	DECOTURF	40-1998-0015889	6/22/1998	4004733720000	7/12/2000
South Korea	PLEXICUSHION	40-2007-0029142	5/31/2007	4007439350000	4/17/2008
South Korea	PLEXIPAVE	40-2007-0029139	5/31/2007	4007439340000	4/17/2008
Taiwan	DECOCOLOR	88019548	4/28/1999	901260	8/16/2000
Taiwan	DECOCOLOR	87027572	6/8/1998	877916	1/1/2000
Taiwan	DECOTURF	88019549	4/28/1999	901261	8/16/2000

Taiwan	DECOTURF	87027571	6/8/1998	880363	2/1/2000
Thailand	PLEXICUSHION	662972	6/4/2007	280971	
Thailand	PLEXIPAVE	662971	6/4/2007	285465	
Turkey	DECOCOLOR	98/009464	7/13/1998	204979	
Turkey	DECOTURF	98/009465	7/13/1998	200871	
US	2010 and Design	74368835	3/18/1993	1844994	7/12/1994
US	20TH CENTURY and Design	77932045	2/9/2010	3878117	11/16/2010
US	20TH CENTURY and Design	77932063	2/9/2010	3878118	11/16/2010
US	ACRYLO-TEX	76251780	5/4/2001	2782498	11/11/2003
US	ALL WALL	72006504	4/17/1956	639247	1/1/1957
US	ALLFLOR	72333813	7/29/1969	894448	7/14/1970
US	ALLSHEEN	72333809	7/29/1969	894011	7/7/1970
US	C and Design	85268215	3/16/2011	4028900	9/20/2011
US	C and Design	76164924	11/14/2000	2938462	4/5/2005
US	CALIFORNIA	72403753	9/28/1971	972155	11/6/1973
US	CALIFORNIA PAINTS E-VISUALIZER	77443639	4/9/2008	3706199	11/3/2009
US	CALPRO	85377051	7/21/2011	4147919	5/22/2012
US	CATEGORY 1	85905298	4/16/2013	4477237	2/4/2014
US	CATEGORY 2	85487136	12/5/2011	4290050	2/12/2013
US	CATEGORY 3	85487138	12/5/2011	4290051	2/12/2013
US	CATEGORY 4	85905307	4/16/2013	4477238	2/4/2014
US	COLOR CLASSICS	74144015	3/4/1991	1717994	9/22/1992
US	COLOREVOLUTION	78438468	6/21/2004	3056526	1/31/2006
US	DECOCOLOR	73241468	12/3/1979	1162366	7/28/1981
US	DECOTURF	75010574	10/26/1995	2075034	7/1/1997
US	DURALUX	73147226	11/4/1977	1105852	11/14/1978
US	ENDURADECK	78537230	12/22/2004	3137036	8/29/2006
US	EVERLIFE	85189497	12/2/2010	4023980	9/6/2011
US	EXTRAORDIN-AIRE	77703342	3/31/2009	3695791	10/13/2009
US	FIXALL in Stylized Letters	71080231	8/1/1914	101522	12/22/1914
US	FLAWLESS ELEMENTS	77841024	10/5/2009	3865671	10/19/2010
US	FLAWLESS FINISH	76252081	5/4/2001	2732933	7/1/2003
US	GRAYSEAL	76431678	7/18/2002	2700233	3/25/2003
US	GRIPCOAT	77644190	1/6/2009	3654412	7/14/2009
US	GRIP-COAT	77434358	3/28/2008	3618393	5/12/2009
US	K and Design	73299642	3/4/1981	1242481	6/21/1983
US	KURFEES	72353515	3/9/1970	939487	8/1/1972
US	LARCOLOID	71428303	2/7/1940	378985	6/25/1940
US	LOGICOLOR	85053199	6/2/2010	4016860	8/23/2011
US	MARINE PAINT AND VARNISH and Design	73366495	5/25/1982	1295378	9/18/1984
US	MASON-COTE	71487062	8/11/1945	512303	7/12/1949
US	NEXTECH	85391916	8/8/2011	4159170	6/12/2012
US	NOVUS	85391912	8/8/2011	4165847	6/26/2012
US	OX-O-DECK	71494221	1/3/1946	425768	12/3/1946
US	PACIFIC	73392915	9/29/1982	1418835	12/2/1986
US	PENEBOND	77600856	10/27/2008	3764562	3/23/2010
US	PLEXICHROME	74286712	6/22/1992	1759340	3/23/1993
US	PLEXICOURT	73188036	9/22/1978	1124927	9/11/1979
US	PLEXICUSHION in Stylized Letters	72401240	8/26/1971	971728	10/30/1973
US	PLEXIFLOR	74559637	8/8/1994	1950495	1/23/1996
US	PLEXIPAVE	72333810	7/29/1969	894446	7/14/1970
US	PLEXITEX	85273276	3/22/2011	4028915	9/20/2011
US	PLEXITRAC in Stylized Letters	72401239	8/26/1971	971727	10/30/1973
US	PREP'N SIZE in	74022669	1/25/1990	1662892	10/29/1991

	Stylized Letters				
US	PRIME CHOICE	77913163	1/15/2010	3834739	8/17/2010
US	PRIMETOUCH	77512974	7/1/2008	3628589	5/26/2009
US	PROGRESS INDUSTRIAL	76444751	8/26/2002	2700271	3/25/2003
US	PROGRESS PROFESSIONAL	76431679	7/18/2002	2700234	3/25/2003
US	PRO-PAINT	72333807	7/29/1969	895878	8/4/1970
US	PRO-PLASTIC	72133701	12/8/1961	741518	12/4/1962
US	PROTITE	72370259	9/9/1970	921007	9/28/1971
US	RUSTPLATE	73322483	8/6/1982	1194578	5/4/1982
US	RUST-PLEX	72333811	7/29/1969	894447	7/14/1970
US	RUST-STOP	73052031	5/12/1975	1033539	2/17/1976
US	RUST-STOP in Stylized Letters	71591823	2/1/1950	598286	11/16/1954
US	SKID-GRIP	73042602	1/24/1975	1033516	2/17/1976
US	SPRAY ANYWAY	77210566	6/20/2007	3381418	2/12/2008
US	STOPZ	85240351	1/22/2011	4022649	9/6/2011
US	STORM STAIN	73190193	10/23/1978	1148562	3/24/1981
US	STORM SYSTEM	85487145	12/5/2011	4227668	10/16/2012
US	STORM SYSTEM MOLD & MILDEW SOLUTIONS	86344042	7/22/2014		
US	STREET ICE	75011081	10/26/1995	2006170	10/8/1996
US	SUPER SCRUB	73089608	6/7/1976	1057308	2/1/1977
US	SURFACE OF CHAMPIONS	74199459	8/30/1991	1882715	3/7/1995
US	TILE-COTE	72097598	5/20/1960	715993	5/30/1961
US	TRILLION	77929483	2/5/2010	3858325	10/5/2010
US	TRIUMPH	85524546	1/25/2012	4235357	10/30/2012
US	TROUBLE SHOOTER	72276239	7/18/1967	854518	8/13/1968
US	TUF-FLEX in Stylized Letters	71674442	10/7/1954	622022	2/28/1956
US	TUF-QUIK	72097597	5/20/1960	710154	1/24/1961
US	ULTRAPLATE	85244671	2/17/2011	4057665	11/15/2011
US	UNITE	85395470	8/11/2011	4147945	5/22/2012
US	WEAR-ALL	75206012	12/2/1996	2164697	6/9/1998
US	WILBUR & WILLIAMS	73055259	6/16/1975	1045694	8/10/1976
US	WIPE-OUT	73392093	9/29/1982	1278518	5/22/1984
Venezuela	PLEXI-PAVE	1976-002582	1/1/1976	F092776	11/14/1979
Vietnam	DECOTURF	4199838807	6/30/1998	40032275000	10/15/1999
Vietnam	PLEXICUSHION	4200712132	6/29/2007	40127282000	6/16/2009
Vietnam	PLEXIPAVE	4201227128	12/3/2012	40236179	11/27/2014
Vietnam	DECOCOLOR	4199838806	6/30/1998	40032274000	10/15/1999